



CITY COUNCIL AGENDA REPORT

MEETING DATE: JULY 1, 2008

ITEM NUMBER:

SUBJECT: BUILDING PLAN REVIEW AND INSPECTION SERVICES

DATE: JUNE 19, 2008

FROM: DEVELOPMENT SERVICES DEPARTMENT

PRESENTATION BY: DONALD D. LAMM, DIRECTOR

FOR FURTHER INFORMATION CONTACT: KHANH NGUYEN, BUILDING OFFICIAL (714) 754-5277

RECOMMENDATION

Authorize the Mayor to extend Professional Services Agreements (PSAs) approved in FY 2006-2007, for contract plan check and inspection services, by amendment to Sec. 4, Term and Termination, Subsection 4.1 Term (attached) with the companies of Scott Fazekas & Associates Inc., Bureau Veritas, Harris & Associates, and CSG Consultants Inc., and not to exceed an aggregate amount of \$100,000.

BACKGROUND

The Development Services Department Building Division requires the continued use of contract plan check and inspection services in order to provide building safety services in a timely and efficient manner. The on-going major projects such as the 890-unit Enclave and Police Department expansion, along with several projects of highly complex structural design that we see annually, will continue the need for specialized services into the foreseeable future.

Attached are copies of the Professional Services Agreements with each of the above firms. All service costs are reimbursed through the collection of plan check fees. This will be the second extension of a possible five (5) one-year periods at the same terms, conditions and fee rates as provided in the approved agreements.

Sufficient funds are appropriated in the Development Services Department FY 08-09 Budget.

LEGAL AND RISK MANAGEMENT REVIEW

The attached professional services agreements are those provided by the City Attorney and are "approved as to form". Additionally, the City's Risk Manager has approved all insurance provisions for compliance with City requirements.

CONCLUSION

Use of contract plan check and staffing services continues to be a cost effective means of providing certain Building Safety services. The use of core City staff supplemented by contracts for certain Building Safety services is common practice for cities throughout the State.

 KHANH NGUYEN, CBO BUILDING OFFICIAL	 DONALD D. LAMM, AICP Deputy City Mgr.- Dev. Svs. Director
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DISTRIBUTION: City Manager
 Assistant City Manager
 Finance Director
 City Attorney
 City Clerk (2)
 Staff (4)
 File (2)

Attachment: Professional Services Agreement for Scott Fazekas & Associates
Professional Services Agreement for CSG Consultants
Professional Services Agreement for Harris & Associates
Professional Services Agreement for Bureau Veritas

File: 070108BuildingPSAs	Date: 061908	Time: 1:30 p.m.
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**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this 1st day of July, 2008 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and SCOTT FAZEKAS & ASSOCIATES, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on July 6, 2006, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2007; and

WHEREAS, the original proposal contained a provision for five (5) additional one (1) year extensions at City's option; and

WHEREAS, the first extension was exercised and is set to expire on June 30, 2008; and

WHEREAS, Consultant and City now wish to amend the Agreement to exercise the second one (1) year extension; and

WHEREAS, the amount of compensation which originally contained an allocation of Five Hundred Thousand Dollars (\$505,340.00) needs to be changed to reflect the actual amount budgeted.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 2.1. Compensation, shall be amended to read, "Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Because the services to be performed under this Agreement are on an "as needed" basis in conjunction with agreements with other consultants (Bureau Veritas; CSG Consultants, Inc. and Harris & Associates), the total amount not to be exceeded is One Hundred Thousand Dollars (\$100,000.00) in the aggregate. The City's Finance Department will be responsible for tracking the associated payments to insure that the amount budgeted for these services is not exceeded.

2. Paragraph 4.1 shall be amended to read, "This Agreement shall commence on the Effective Date and continue until June 30, 2009, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City shall have the option to extend this Agreement annually for a maximum of three (3) additional one (1) -year periods at the same terms, conditions and fee rates herein provided."
3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

SCOTT FAZEKAS & ASSOCIATES



Signature

Date: 5/7/08

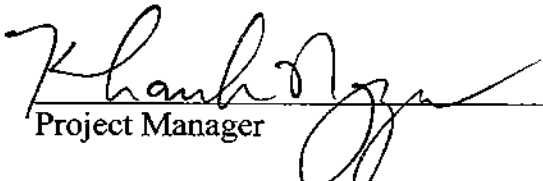
Scott R. Fazekas, President, C.F.O.

Name and Title

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO CONTENT:



Project Manager

Date: 5-15-08

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: 3-25-08

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TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this 1st day of July, 2008 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and HARRIS & ASSOCIATES, a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on July 6, 2006, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2007; and

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CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

HARRIS & ASSOCIATES



Signature

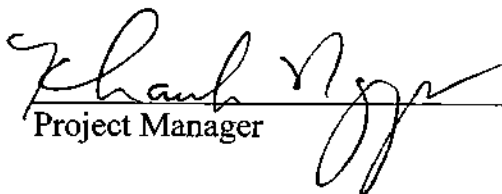
Date: 7 May 08

GREGORY B. GRIFFITH, MANAGER BUILDING & SAFETY SERVICES
Name and Title

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

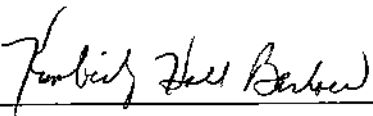
APPROVED AS TO CONTENT:



Project Manager

Date: 5-15-08

APPROVED AS TO FORM:


City Attorney

Date: 3-25-08

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this 1st day of July, 2008 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and CSG CONSULTANTS, INC., a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on July 6, 2006, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2007; and

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CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

CSG CONSULTANTS, INC.



Signature

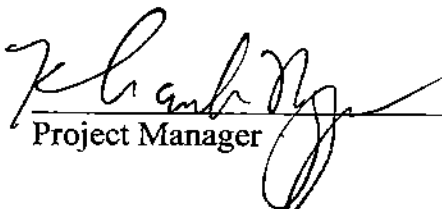
Date: 5/07/08

KHON DUONG, VICE PRESIDENT.
Name and Title

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

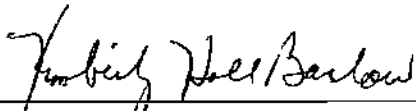
APPROVED AS TO CONTENT:



Project Manager

Date: 5-15-08

APPROVED AS TO FORM:



City Attorney

Date: 3-25-08

**AMENDMENT NUMBER TWO
TO PROFESSIONAL SERVICES AGREEMENT
FOR BUILDING PLAN CHECK AND INSPECTION**

This Amendment is made and entered into this 1st day of July, 2008 ("Effective Date") by and between the City of Costa Mesa, a municipal corporation ("City") and BUREAU VERITAS, a California corporation ("Consultant").

WHEREAS, Consultant and City entered into an agreement on July 6, 2006, for Consultant to provide plan checking and inspection services on an as-needed basis to support new large development projects and special programs in the City as described herein below; and

WHEREAS, the term of Consultant and City's original Agreement expired on June 30, 2007; and

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CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

BUREAU VERITAS

Signature

ANTHONY J. ELMO
CCC Division Director

Name and Title

Date: 5-7-08

ATTEST:


City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO CONTENT:

Project Manager

Date: 5-15-08

APPROVED AS TO FORM:


City Attorney

Date: 3-25-08

ORIGINAL JULY 6, 2006 CONTRACTS



CITY OF COSTA MESA

P.O. BOX 1200 • 77 FAIR DRIVE • CALIFORNIA 92628-1200

DEVELOPMENT SERVICES DEPARTMENT

**IF YOU ARE INTERESTED IN VIEWING THE REMAINDER
OF THIS DOCUMENT, PLEASE CONTACT THE CITY
CLERK'S OFFICE AT
(714) 754-5225**